



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

the transfer of its assets, including an accumulated surplus, to its successor is considered by the Supreme Court of Wisconsin in *Huber v. Martin*, 105 Northwestern Reporter, 1031, and held to be in conflict with the constitutional inhibition against laws impairing the obligation of contracts and in violation of the provisions of the federal constitution as to the equal protection of the laws and the deprivation of property without due process of law.

Negligently Uttering Forged Note.—In *Costello v. Barnard*, 76 Northeastern Reporter, 599, the Supreme Court of Massachusetts holds that where a person executed with a general fraudulent intent what purported to be a note of a town, unlawfully signing thereto the names of persons holding offices of selectmen and treasurer, and thereafter negligently permitted the note to pass from his control without any representation or misfeasance, he was not liable upon the note to a person who took it for value, believing it to be genuine.

Liability of Owner of Passenger Elevator.—In *Edwards v. Manufacturers' Building Co.*, 61 Atlantic Reporter, 446, the Supreme Court of Rhode Island adheres to the New York doctrine enunciated in *Griffen v. Manice*, 59 Northeastern Reporter, 925, and holds that a landlord who maintains an elevator in his private building for the use of tenants and their employees and customers is not a common carrier, and hence is not bound to the same degree of care required of a common carrier, but only to exercise reasonable care for the safety of persons using the elevator.

Alteration of Note—Interest Clause.—That the maker of a note understood that it was to carry interest is held, in *Merritt v. Dewey* (Ill.) 2 L. R. A. (N. S.) 217, not to authorize the insertion of an interest clause without the maker's consent after the execution of the note.

Custody of Children.—The right to the custody of a child in accordance with a judgment in a habeas corpus proceeding is held, in *Willis v. Willis* (Ind.) 2 L. R. A. (N. S.) 244, not affected by an appeal, although the statute provides that an appeal shall stay all further proceedings on the judgment.

Directing Verdict—Constitutional Law.—The setting aside, by an appellate court, of a verdict for plaintiff, and directing a judgment for defendant for failure of evidence, are held, in *Gunn v. Union R. Co.* (R. I.) 2 L. R. A. (N. S.) 362, not to infringe the constitutional right to due process of law and trial by jury.

Instructions—Request to Charge.—Error in refusing a request to charge is held in *Dambmann v. Metropolitan Street R. Co.* (N. Y.) 2